**Material Transfer Agreement for the Transfer of Organisms (MTA-TO)**
**to Academic/ Not-for-Profit Organizations**

This is in response to RECIPIENT's request for the MATERIAL (specifically, the name of the gene or allele mutation that makes the organism(s) unique)_____
_____
_____
_____,
found within the _____ [organism strain, species], and any unmodified derivative and unmodified progeny, as well as any biological materials (including, without limitation: zygotes, embryos, cells, tissues, fluids, etc.) which contain or incorporate the MATERIAL and are derived directly from the original organism or its unmodified progeny, to be used for the purpose of:

_____

_____

_____

The PROVIDER requires that the RECIPIENT agree to and the RECIPIENT SCIENTIST acknowledge the following terms before the RECIPIENT receives the MATERIAL:

1. The above MATERIAL is the property of the PROVIDER and is made available as a service to the research community.

2. **THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.**

3. The MATERIAL will be used for teaching or not-for-profit research purposes only.

4. The MATERIAL will not be further distributed to others who are not under the RECIPIENT SCIENTIST's direct supervision without the PROVIDER's written consent. The RECIPIENT shall refer any request for the MATERIAL to the PROVIDER. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agree to make the MATERIAL available, under a separate Material Transfer Agreement for the Transfer of Organisms to other scientists for teaching or not-for-profit research purposes only.

5. The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting use of it.

6. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from RECIPIENT's use, storage or disposal of the MATERIAL except that, to the extent permitted by law, the PROVIDER shall be liable to the RECIPIENT when the damage is caused by the gross negligence or willful misconduct of the PROVIDER.

7. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.

8. If the RECIPIENT anticipates that it will generate cross-bred or genetically-modified organisms incorporating the PROVIDER's modified allele(s), RECIPIENT may transfer such cross-bred or genetically-modified organism(s) to non-profit institutions under the terms of a material transfer agreement that notifies the not-for-profit institution of the existence of PROVIDER's rights to the modified allele(s) and restricts the use of the transferred organism(s) by the not-for-profit recipient to teaching or not-for-profit research purposes only. This Agreement does not transfer any of PROVIDER's patent, invention, or other intellectual property rights in the organism(s) to RECIPIENT. Additionally, to the extent that any other party has any patent, invention or other intellectual property rights in the organism(s), these rights are not transferred to RECIPIENT by PROVIDER.

9. If NIH is the PROVIDER, the following addenda may be attached (check all that apply):
[ ] OncoMouse® Addendum, [ ] Animal Transfer Addendum, *or* [ ] Animal Transfer Agreement (not required for transfers within NIH), [ ] Other

The PROVIDER, RECIPIENT and RECIPIENT SCIENTIST must sign both copies of this letter and return one signed copy to the PROVIDER. The PROVIDER will then send the MATERIAL.

PROVIDER INFORMATION and AUTHORIZED SIGNATURE:

Provider Scientist: _____
Provider Organization: _____
Address: _____
Name of Authorized Official: _____
Title of Authorized Official: _____

_____ _____
Signature of Authorized Official Date

RECIPIENT INFORMATION and AUTHORIZED SIGNATURE:

Recipient Scientist: _____
Recipient Organization: _____
Address: _____
Name of Authorized Official: _____
Title of Authorized Official: _____

_____ _____
Signature of Authorized Official Date

Certification of Recipient Scientist: I have read and understood the conditions outlined in this Agreement, and I understand that I must abide by them to receive and use the MATERIAL.

_____ _____
Recipient Scientist Date

**ONCOMOUSE® ADDENDUM FOR USE IF NIH IS THE PROVIDER**

NIH has entered into a Memorandum of Understanding (MOU) with DuPont, in which DuPont agrees that NIH may receive, use, and transfer mice containing OncoMouse® technology to other entities for research purposes. The MOU states that NIH provide the following notice when shipping such mice.

The above MATERIALS are provided to RECIPIENT with knowledge of "Dupont Patent Rights" (U.S. Patent 4,736,866, and 5,087,571, and 5,925,803 and corresponding foreign patents, and any patents granted on any divisional and continuation applications thereof (collectively known as "Harvard Patent Rights")), and that have been exclusively licensed to Dupont by Harvard University, under the following conditions:

a) The RECIPIENT institution may use the MATERIAL for its internal noncommercial research purposes only. The MATERIAL will not be used for any commercial purpose or for the direct benefit of any for-profit institution (except as may be permitted under a written agreement between the RECIPIENT and DuPont). Accordingly and without limitation, the RECIPIENT is not permitted under this Material Transfer Agreement to use any MATERIAL to test compounds for any commercial purpose or for the direct benefit of any for-profit institution or use the MATERIAL for the production of products for any commercial purpose or for the direct benefit of any for-profit institution.

(b) The MATERIAL may not be transferred by the RECIPIENT to any third parties (except as may be permitted under a written agreement between the RECIPIENT and DuPont).

c) The RECIPIENT is notified by PHS of the existence of Harvard Patent Rights and the exclusive license thereof to DuPont, and that the restrictions set forth under (a) and (b) above shall exist only during the term of the Harvard Patent Rights.

d) With respect to further license rights under the Harvard Patent Rights, the RECIPIENT should contact:
Drew E. Van Dyk
Associate Director, Commercial Development
E.I. du Pont de Nemours and Company
Rt. 141 and Henry Clay
Wilmington, DE 19880-0268
Voice: (302) 695-3538
Fax: (302) 355-2831
Email: drew.e.van-dyk@usa.dupont.com

**ANIMAL TRANSFER ADDENDUM FOR USE IF NIH IS THE PROVIDER**

The terms of this Addendum are directed to the use and transfer of the tangible animal(s).

For transfers of any live animals from NIH to outside laboratories, a fully signed National Institutes of Health Animal Transfer Agreement should be completed by the parties prior to the actual shipment of the requested animal. The Animal Transfer Agreement has been adopted for use by the National Institutes of Health (NIH) for use in transferring animals for research purposes pursuant to Section 301 of the Public Health Service Act.

The PROVIDER agrees to transfer the animal(s) containing the Material described in this Agreement to the RECIPIENT.

RECIPIENT agrees to use the animal(s) solely in connection with biomedical or behavioral research.

Relevant documents concerning the medical history, health status, and research uses of the animal(s), including prior surgical procedures and any infectious disease (human or zoonotic) to which the animal(s) may have been exposed, will be provided in a separate document.

For domestic recipients, RECIPIENT agrees that it will comply with the Animal Welfare Act and its implementing regulations, as applicable. RECIPIENT agrees that it will adhere to all applicable national standards for humane care and use of the animal(s) and assures the PROVIDER that it has appropriate animal care and use policies in place. The "Public Health Service Policy on Humane Care and Use of Laboratory Animals" and "Guide for the Care and Use of Laboratory Animals" are examples of acceptable standards for humane care and use of research animals.

RECIPIENT agrees that it will adhere to appropriate biosafety practices and use the animals in a safe and responsible manner. The National Institutes of Health/Centers for Disease Control publication, "Biosafety in Microbiological and Biomedical Laboratories" is an example of acceptable standards for biosafety practices. RECIPIENT agrees that it will comply with applicable import/export regulations.

In accepting the animal(s), RECIPIENT accepts full ownership, custody, and control of the animal(s), except that to the extent the Government has any patent, invention or any other intellectual property rights in the animal(s), the Government retains these rights.

PROVIDER is transferring the animal(s) as a service to the research community. The animal(s) is transferred to the RECIPIENT with no warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. Unless prohibited by law from doing so, RECIPIENT agrees to hold the United States Government harmless and to indemnify the Government from all liabilities, demands, damages, expenses and losses arising out of the RECIPIENT's care, use or treatment of the animal(s).

RECIPIENT agrees not to claim, infer, or imply Governmental endorsement of the RECIPIENT, the research project, the institution or personnel conducting the research, or any resulting product(s).